Presentment Date:
December 4, 2000
at 12:00 noon

Gerald C. Bender (GB-5849)
Lawrence A. First (LF-9650)
FRIED, FRANK, HARRIS, SHRIVER
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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

---- x In re:

RANDALL'S ISLAND FAMILY GOLF : through 00 B 41196 (SMB) CENTERS, INC., et al., :

(Jointly Administered)

Case Nos. 00 B 41065 (SMB)

Chapter 11

Debtors. :

:

NOTICE OF PRESENTMENT OF ORDER PURSUANT TO SECTIONS 365 AND 554 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS-IN-POSSESSION TO (I) REJECT CERTAIN NONRESIDENTIAL REAL PROPERTY LEASES, (II) REJECT CERTAIN EQUIPMENT LEASES AND SERVICE CONTRACTS AND

(III) ABANDON CERTAIN PERSONAL PROPERTY

"Motion") of the above-captioned debtors and debtors-inpossession (the "Debtors"), the undersigned will present the
attached proposed order to the Honorable Stuart M. Bernstein,
United States Bankruptcy Judge, for signature on December 4, 2000
at 12:00 noon.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the proposed order is (a) filed with the Clerk of

the Court, with a proof of service, and a courtesy copy is delivered to the Bankruptcy Judge's chambers, and (b) served upon (i) counsel for the Debtors, Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004 (Attn: Gerald C. Bender, Esq.), (ii) the Office of the United States Trustee, 33 Whitehall Street, New York, New York 10004 (Attn: Brian Masumoto, Esq.), (iii) counsel for the Official Committee of Unsecured Creditors, Berlack, Israels, Liberman, LLP, 120 West 45th Street, New York, New York 10036 (Attn: Weisfelner, Esq.), (iv) counsel for the Chase Manhattan Bank, Morgan, Lewis & Bockius, 101 Park Avenue, 40th Floor, New York, New York 10178 (Attn: Richard S. Toder, Esq.) and (v) the nondebtor parties with respect to each of the leases, contracts and agreements described on Exhibits A through C attached to the Motion, and at least three days before the date of presentment, there will not be a hearing and the order may be signed.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed, the Court will notify the moving and objecting parties of the date and time of the hearing and of the moving party's obligation to notify all other parties entitled to receive notice. The moving and objecting parties are required to

attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: New York, New York November 21, 2000

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By: <u>/s/ Gerald C. Bender</u> Gerald C. Bender (GB-5849)

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Presentment Date: December 4, 2000 12:00 p.m.

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - X :

: In re:

RANDALL'S ISLAND FAMILY GOLF :

RANDALL'S ISLAND FAMILY GOLF CENTERS, INC., et al.,

Debtors.

Chapter 11

Case Nos. 00 B 41065 (SMB) through 00 B 41196 (SMB)

: (Jointly Administered)

MOTION FOR ORDER PURSUANT TO SECTIONS 365
AND 554 OF THE BANKRUPTCY CODE AUTHORIZING
THE DEBTORS-IN-POSSESSION TO (I) REJECT
CERTAIN NONRESIDENTIAL REAL PROPERTY
LEASES, (II) REJECT CERTAIN EQUIPMENT
LEASES AND SERVICE CONTRACTS AND
(III) ABANDON CERTAIN PERSONAL PROPERTY

TO THE HONORABLE STUART M. BERNSTEIN, UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors-in-possession (the "Debtors"), for their motion for an order pursuant to section 365 of title 11 of the United States Code (the "Bankruptcy Code") authorizing the Debtors to (i) reject certain nonresidential real property leases, (ii) reject certain equipment leases and service contracts and (iii) abandon certain personal property (the "Motion"), respectfully state as follows:

#### Introduction

- 1. As part of the Debtors ongoing efforts to maximize the value of their estates by disposing of properties that are underperforming, the Debtors have determined, in their reasonable business judgment, to discontinue their operations at certain locations and, as a result of their unsuccessful effort to market such locations, to reject the real and personal property leases and contracts, and abandon certain personal property, associated with such locations. Accordingly, by this Motion, the Debtors seek authority to:
  - (i) reject certain non-residential real property leases located in Pennsylvania, Florida, Texas, California, New York, New Jersey, Oregon, Colorado and Georgia;
  - (ii) reject certain equipment leases and service contracts relating to locations that have been transferred to Klak Golf, LLC ("Klak"), other locations that the Debtors are rejecting or locations where the Debtors are still operating but have determined that they no longer need such equipment or services; and
  - (iii) abandon certain personal property at such locations.

#### Background

2. On May 4, 2000 (the "Filing Date"), each of the Debtors filed with this Court separate voluntary petitions for relief under chapter 11 of the Bankruptcy Code. By order of this

For purposese of this Motion, the Debtors are including within the meaning of "leases" those concession agreements that permit the Debtors to operate the businesses assocates with such agreements.

Court dated as of the Filing Date, the Debtors' chapter 11 cases are being jointly administered. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession.

- 3. The Debtors operate golf, ice skating and family entertainment centers throughout North America. As of the Filing Date, the Debtors owned and/or operated 100 golf facilities and 17 ice skating and family entertainment centers.
- 4. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), in that it is a matter concerning the administration of the Debtors' estates. The statutory predicate for the relief requested in the Motion is section 365(a) of the Bankruptcy Code.

## Relief Requested

5. Prior to the Filing Date, and in connection with the Debtors' efforts to formulate a strategic business plan, the Debtors determined to dispose of certain non-core and underperforming properties. The Debtors marketed these properties through its real estate broker, Keen Realty Consultants, Inc. ("Keen"), both prior to and after the commencement of these cases. In this regard, Keen conducted an intensive marketing effort to realize the maximum possible amount for such properties.

- In accordance with Keen's efforts, the Debtors 6. brought on for hearing a motion to sell, by public auction, 36 of the Debtors' fee-owned and leasehold properties and to dispose of certain personal property at such locations. In connection with such hearing, the Debtors determined to accept an offer by Klak Golf, LLC ("Klak") to acquire these properties. Consequently, on August 1, 2000, the Debtors entered into an agreement with Klak, as amended (the "Sale Agreement"), pursuant to which the Debtors agreed, among other things, to sell to Klak 10 of their fee-owned properties and grant designation rights to Klak for 24 leasehold properties (together, the "Sale Properties"). By order dated September 7, 2000, this Court approved the Sale Agreement. Under the terms of the Sale Agreement, Klak was given until October 9, 2000 to designate which leases it wanted assigned to it or its designee, and which ones the Debtors would retain. Accordingly, on or before October 9, 2000, Klak advised the Debtors of its intention to obtain an assignment of certain of the Sale Properties and designated certain leases to be retained by the Debtors. Of the leases designated by Klak to be retained by the Debtors, the Debtors have determined to reject those leases described on Exhibit A (the "Klak-Rejected Leases").
- 7. After Klak informed the Debtors that it did not want to take assignment of the Klak-Rejected Leases, Keen contacted parties that had previously expressed interest in the Klak-Rejected Leases to determine whether these parties would be

interested in purchasing the Debtors' interest in such leases.

Keen, however, could not obtain any purchaser for any of such properties. As a result, and in light of the poor performance of the businesses operated at the sites pertaining to the Klak-Rejected Leases and the drain on the Debtors' cash flow resulting from continued operation of these properties, especially through the off-season winter months, the Debtors have determined that such leases should be rejected.

- 8. Additionally, the Debtors have determined to reject certain other nonresidential real property leases described on Exhibit B (the "Non-Klak Leases") and the equipment leases, service contracts and other agreements described on Exhibit C (the "Contracts"). The Debtors have been unable to operate the sites pertaining to these leases profitably.

  Moreover, the Debtors believe that the continued operation of these sites through the off season -- when the cash flow received from the facilities would be minimal -- would force the Debtors to expend significant amounts of cash with no benefit to the Debtors, their estates or their creditors. Therefore, the Debtors have concluded that the Non-Klak Leases should be rejected.
- 9. Because the Debtors are rejecting the KlakRejected Leases and the Non-Klak Leases, the Debtors will no
  longer need the leased equipment (e.g., copiers, golf carts, lawn
  maintenance equipment -- etc.) or contractual services used at

the sites being rejected.<sup>2</sup> With respect to the sites that have been transferred to Klak under the Sale Agreement, the Debtors have already returned (or are in the process of returning) to the lessors certain equipment pertaining to leases that the Debtors wish to reject.<sup>3</sup> Moreover, as part of their ongoing review of their operations, the Debtors have determined that certain of the equipment and services pertaining to sites that the Debtors wish to continue operating will hinder the Debtors' efforts to operate such locations profitably. As a result, the Debtors have determined to reject such Contracts.

10. In addition, in connection with the Debtors' decision to reject the Klak-Rejected and Non-Klak Leases, the Debtors seek authority to abandon certain owned property of inconsequential value and benefit to the Debtors located at the sites being rejected. Although the Debtors intend to remove property at these sites which they believe will continue to be of benefit to their businesses and relocate such property to their

This includes certain Contracts associated with the Debtors' Lodi, California, Suisun, California and San Antonio (Precision), Texas properties, the rejection of which the Court ordered on the record at the hearing on November 9, 2000, and which is subject to a pending settled order.

In a few instances, lessors for equipment leases that the Debtors wish to reject have entered into new leases with Klak. At the request of these lessors, the Debtors have left the leased equipment on the sites pertaining to those leases.

other facilities, the Debtors seek authority to abandon property at those sites which is of inconsequential value or where the cost of moving and storing such property exceeds its value to the Debtors' estates. Accordingly, the Debtors wish to abandon such property to the landlord or the secured creditor, as the case may be.

The Debtors respectfully request that, with 11. respect to each of the Klak-Rejected and Non-Klak Leases, the rejection of any such lease be effective (the "Effective Date") the date the Debtors provide written notice to a landlord that the Debtors have removed all of the property they intend to remove and have relinquished their rights to such premises, but in no event later than fifteen (15) days after the date this Court enters an order (the "Order") authorizing the Debtors to reject the leases. The Debtors intend to surrender the real property covered by the Klak-Rejected Leases and Non-Klak Leases to the landlords on the Effective Date, and the landlords will be authorized to relet such property as of the Effective Date. Debtors further request that with respect to the Contracts, the rejection of such contracts be effective as of the date this Court enters an order authorizing the Debtors to reject the Contracts.4

As noted above, the Debtors have already returned certain leased equipment to the lessors.

## Applicable Authority

- 12. Section 365 of the Bankruptcy Code provides, in relevant part:
  - (a) Except as provided in sections 765 and 766 of this title and in subsections (b), (c), and (d) of this section, the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor.

## 11 U.S.C. § 365(a).

- 13. Section 554 of the Bankruptcy Code provides, in relevant part:
  - (a) After notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.

## 11 U.S.C. § 554(a).

14. Accordingly, the Court has the authority to grant the relief requested.

#### Best Interests of the Estates

15. Authorization to reject the Klak-Rejected Leases, the Non-Klak Leases and the Contracts is in the best interests of the Debtors, their estates and their creditors. Significant marketing efforts with respect to the Klak-Rejected Leases have so far been unsuccessful, and the Debtors have not been able to find purchasers for any of these leases. Furthermore, the Debtors have determined, after discussing various alternatives with the Creditors Committee and their lenders, that the costs

associated with further attempts to market the Klak-Rejected Leases, or to commence marketing efforts with respect to the Non-Klak Leases, outweigh any potential benefit the Debtors may realize should they find a potential buyer. Moreover, the Debtors believe that the cost of attempting to assign the Klak-Rejected Leases, the Non-Klak Leases or the Contracts to third parties will exceed any resulting benefit of any assignment. The Debtors also believe that any property that they wish to abandon will be of inconsequential value and benefit to the Debtors, and/or that the costs associated with removing and storing such property will exceed the value of the property.

- authorized to reject the Klak-Rejected Leases, the Non-Klak
  Leases and the Contracts, and abandon other property, the Debtors
  will be relieved of the continuing obligation to pay postpetition rent, maintenance charges, utility bills and other
  burdensome costs associated with these leases -- costs that would
  drain funds available for distribution to creditors.
- 17. Accordingly, the relief requested in this Motion is in the best interests of the Debtors, their creditors and their estates.

#### Deadline for Filing Rejection Claims

18. A deadline for filing proofs of claim has not yet been set. Therefore, the Debtors contemplate that the last day to file proofs of claim relating to the rejection of the Klak-

Rejected Leases, the Non-Klak Leases and the Contracts will be the deadline set by the Court for the filing of proofs of claim in these cases.

#### Notice

19. The Debtors have provided notice of this Motion to (i) the Office of the United States Trustee, (ii) Berlack,
Israels & Liberman, LLP, counsel to the Official Committee of
Unsecured Creditors, (iii) Morgan, Lewis & Bockius, LLP, counsel
for The Chase Manhattan Bank, as agent for the Debtors'
prepetition lenders, (iv) the landlord for each of the
Klak-Rejected Leases, the Non-Klak Leases and each of the parties
to the Contracts, (v) creditors of the Debtors with a lien on any
property subject to abandonment and (vi) all other parties who
have filed a notice of appearance in these chapter 11 cases. The
Debtors believe that such notice is appropriate under the
circumstances of this Motion and that any additional notice would
not warrant the expense. Accordingly, the Debtors respectfully
request that any and all other and further notice be dispensed
with and waived.

#### Waiver of Memorandum of Law

20. Given the nature of the relief requested in this Motion, the Debtors respectfully request that this Court dispense with and waive the requirement for submission of a memorandum of law contained in Local Rule 9013-1(b).

#### No Previous Request

21. No previous request for the relief sought in this Motion has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached to this Motion, authorizing the Debtors to reject the Klak-Rejected Leases, Non-Klak Leases and Contracts, abandon certain personal property and granting such other and further relief as is just and proper.

Dated: New York, New York November 21, 2000

> FRIED, FRANK, HARRIS, SHRIVER & JACOBSON (A Partnership Including Professional Corporations) Attorneys for Debtors and Debtors-In-Possession One New York Plaza New York, New York 10004 (212) 859-8000

By: <u>/s/ Gerald C. Bender</u> Gerald C. Bender (GB-5849)

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### Exhibit A

- 1. Lease Agreement, dated December 7, 1994, as amended and/or modified, by and between Elryvan Partnership, as lessor, and Family Golf Centers, Inc., as lessee, for certain real property located at 8655 Clinton Street, New Hartford, New York.
- 2. Sublease Agreement, dated November 1, 1997, as amended and/or modified, by and between R.J.S. & Associates International, Inc., as sublessor, and Eagle Quest Golf Centers, Inc., as sublessee, for certain real property located at 13400 Westheimer, Houston, Texas.
- 3. Lease Agreement, dated July 22, 1992, as amended and/or modified, by and between Rocky Point Drive In Associates, as lessor and Parfect Golf Associates, Inc., predecessor-ininterest to MetroGolf Incorporated, as lessee, for certain real property located on Route 25A, Rocky Point, New York.
- 4. Lease Agreement, dated January 27, 1995, as amended and/or modified, by and between Irwin S. Gars, as predecessor-in-interest to N.L. Golf Properties, Inc. as lessor, and F.B. Nutter, Sr., predecessor-in-interest to GBGC Family Golf Centers, Inc., as lessee, for certain real property located at 5601 West McNab Road, North Lauderdale, Florida.
- 5. Sublease Agreement, dated May 1, 1994, as amended and/or modified, by and between Cajon Plaza, Inc., as lessor, and El Cajon Golf Associates, predecessor-in-interest to El Cajon Family Golf Centers, Inc., as lessee, for certain real property located at 1701 Joe Crosson Boulevard, El Cajon, California.
- 6. Sublease Agreement, dated April 26, 1996, as amended and/or modified, by and between First Sports Capital Development Associates, Ltd., Inc., as lessor, and Golden Bear Golf Centers, Inc., as predecessor-in-interest to GBGC Family Golf Centers, Inc., as lessee, for certain real property located at 1348 Fischer Boulevard, Toms River, New Jersey.
- 7. Ground Lease and Option, dated May 16, 1997, as amended and/or modified, by and between 50 Westpark Corp., as landlord, and Eagle Quest Golf Centers (Texas), Inc., as lessee, for certain real property located at 3601 Wilcrest, Houston, Texas.

8. Lease Agreement, dated March 29, 1996, as amended and/or modified, by and between McDain Golf Center of Monroeville, predecessor-in-interest to Michael Vuick, as lessor, and Golden Bear Golf Centers, Inc., predecessor-in-interest to GBGC Family Golf Centers, Inc., as lessee, for certain real property located at 4440 Broadway Boulevard, Monroeville, Pennsylvania.

#### Exhibit B

- 1. Ground Lease, dated June 28, 1999, as amended and/or modified, by and between Realty Income Corporation, as lessor, and Alpharetta Family Golf Centers, Inc., as lessee, for certain real property located at 1360 Upper Hembree Road, Roswell, Georgia.
- 2. Ground Lease, dated November 1, 1997, as amended and/or modified, by and between First Tee, Inc., as lessor, and County Line Family Golf Centers, Inc., as lessee, for certain real property situated in Douglas County, Colorado.
- 3. Ground Lease, dated June 28, 1999, as amended and/or modified, by and between Realty Income Corporation, as lessor, and Flanders Family Golf Centers, Inc., as lessee, for certain real property located at 239 Route 206, Flanders, New Jersey.
- 4. Lease, dated January 14, 1999, as amended and/or modified, by and between PSFM Limited Partnership, as lessor, and Portland Family Golf Centers, Inc., as lessee, for certain real property located at  $2806~\rm N.E.~82^{nd}$  Avenue, Portland, Oregon.
- 5. Concession License, dated January 1, 1999, as amended and/or modified, by and between the City and County of Denver, as licensor, and Green Valley Ranch Golf Course, L.L.C., as licensee, with respect to premises located at 9200 East Iliff Avenue, Denver, Colorado.

# Exhibit C

|    | Property                                | Lease  |
|----|---|--|
| 1. | Kingwood, Texas                         | Equipment lease dated October 15, 1999 between Aggressive Funding Corp. and Karl Ludeke dba: Golf Pro.   |
| 2. | Tempe, Arizona                          | Copier lease between Panasonic and<br>Tempe Family Golf Centers, Inc.  |
| 3. | Stuart, Florida                         | Service contract between Copyco and Family Golf Center of Stuart.  |
| 4. | Commack, New York                       | Commercial Viewing agreement dated March 16, 1998 between Direct TV Commercial and Commack Family Golf Centers, Inc.  Equipment lease dated November 6, 1997 between Konica Business Machines U.S.A., Inc. and Family Golf Centers, Inc. |
| 5. | Suisun, California                      | Equipment lease dated November 9, 1998 between Panasonic and Family Golf Centers Inc.  |
| 6. | San Antonio, Texas<br>(Panther Springs) | Service contract with Diversified Acquiring Solutions.   |
| 7. | Moreno Valley,<br>California            | Rental agreement dated December 16, 1998 between UniFirst and Golden Bear Golf Center.  Order agreement dated December 5, 1996 between Xerox and Golden Bear Golf Center.  |

| 8.  | West Palm Beach,<br>Florida | Equipment lease dated January 1, 1997 between Club Car and West Palm Beach Family Golf Centers, Inc.  Equipment lease between Ecolab and                                |
|-----|-----------------------------|---|
|     |                             | West Palm Beach Family Golf<br>Centers, Inc.  |
|     |                             | Equipment schedule no. 30937 (dated January 5, 1999) to Master Equipment Lease, dated November 3, 1997, between Yamaha Motor Corporation and Family Golf Centers, Inc.* |
| 9.  | Tacoma, Washington          | Equipment lease between Minolta<br>Business Solutions and Tacoma<br>Family Golf Centers, Inc.   |
| 10. | Mohegan Lake, New<br>York   | Equipment lease dated April 15,<br>1997 between Advanta Business<br>Services and Family Golf Centers,<br>Inc.   |
| 11. | Queensbury, New<br>York     | Equipment lease dated June 13,<br>1995 between Empire National<br>Leasing, Inc. and Family Golf<br>Centers, Inc.  |
| 12. | Alpharetta, Georgia         | Monitoring agreement dated July 1, 1997 between Actio, Inc. and Family Golf Centers, Inc.   |
|     |                             | Equipment lease dated November 25, 1997 between Toshiba America Information Systems, Inc. and Family Golf Centers, Inc.   |

<sup>\*</sup> The Debtors are not rejecting the Master Equipment Lease dated November 3, 1997 except to the extent that such lease pertains to the golf carts located at the Debtors' West Palm Beach, Florida site.

| 13. | Portland, Oregon          | Rental agreement dated February 29, 1999 between Panasonic and Family Golf Centers, Inc.  Alarm system contract between Protection One and Family Golf Centers, Inc.  |
|-----|---------------------------|---|
| 14. | Flanders, New<br>Jersey   | Service agreement, dated August 31, 1996 between Monitor Service Group, LLC and Mt. Olive Golf Centers, Inc.  |
| 15. | New Hartford, New<br>York | Agreement dated December 15, 1997 between Sentinel Security and Communications, Inc. and Family Golf Centers, Inc.  Service agreement for garbage container pick-up every other week, dated November 13, 1997 between Feher Rubbish Removal and Family Golf Centers, Inc.  Service agreement for garbage container pick-up as needed, dated November 13, 1997 between Feher Rubbish Removal and Family Golf Centers, Inc. |

| 16. | El Cajon,<br>California | Agreement dated March 30, 1999 between ADT Security Services, Inc. and Family Golf Centers, Inc.  Equipment schedule no. 32858 (dated May 3, 1999) to Master Equipment Lease dated November 3, 1997 between Yamaha Motor Corp., U.S.A. and Family Golf Centers, Inc.* |
|-----|-------------------------|---|
|     |                         | Equipment lease between Panasonic<br>Communications & Systems and<br>Family Golf Centers, Inc.  |
|     |                         | Water Agreement dated March 5,<br>1999 between Cajon plaza, Inc. and<br>El Cajon Golf Associates (assigned<br>to El Cajon Family Golf Centers,<br>Inc.).  |
|     |                         | Agreement for the Use of the Testing facility at the Golf Sport Driving Range dated October 4, 1996 between Taylor Made Golf and Golf Sport (assigned to El Cajon Family Golf Centers, Inc.).   |
| 17. | Lodi, California        | Service agreement and rider dated May 10, 1999 between ADT Security Services, Inc. and Family Golf Centers, Inc.  |

<sup>\*</sup> The Debtors are not rejecting the Master Equipment Lease dated November 3, 1997 except to the extent that such lease pertains to the golf carts located at the Debtors' El Cajon, California site.

| 18. | Rocky Point, New<br>York          | Location agreement dated June 30, 1997 between Pardoc Vending Corp. and Three Grove Partners.  Monitoring agreement with General Security.  Service agreement with North Shore Express.   |
|-----|-----------------------------------|---|
| 19. | Toms River, New<br>Jersey         | Monitoring agreement dated<br>November 5, 1999 between Ocean<br>Security Systems and Family Golf<br>Centers, Inc.   |
| 20. | North Lauderdale, Florida         | Equipment lease dated may 12, 2000 between Milner Document Products and Golden Bear Golf Centers, Inc.  Service agreement dated March 27, 2000 between Security Concepts Inc. and Golden Bear Golf Centers, Inc.  Billboard site lease dated December 17, 1996 between Carter-Pritchett-Hodges Advertising, Inc. and Golden Bear Golf Centers, Inc. |
| 21. | Houston, Texas<br>(Wilcrest)      | Agreement dated October 12, 1999 between AM Emery Associates Inc. and Houston Family Golf Centers, Inc.  Agreement dated January 28, 1998 between AM Emery Associates Inc. and Eagle Quest.   |
| 22. | Houston, Texas<br>(Westheimer)    | Service agreement dated November 13, 1997 between USA Waste Services of Houston, Inc. and Eagle Quest at Westheimer Golf Center.  |
| 23. | San Antonio, Texas<br>(Precision) | License agreement dated July 31, 1997 between Tobin Properties and Precision Courses, Inc.  |

| 24. | Monroeville,<br>Pennsylvania                                   | Service agreement dated December 30, 1996 between Guardian Protection Services and Golden Bear Golf Center at McDain.   |
|-----|--|---|
|     |  | Service agreement dated April 3,<br>1996 between Guardian Protection<br>Services and Golden Bear Golf<br>Center at McDain.  |
|     |  | Service agreement between Cintas and Golden Bear Golf Center at McDain.   |
|     |  | Equipment lease and maintenance agreement between Ikon Office Solutions and Golden Bear Golf Centers at McDain.   |
|     |  | Service agreement between Republic Waste Systems and Golden Bear Golf Centers at McDain.  |
|     |  | Service agreement between Rentokil and Golden Bear Golf Center at McDain.   |
|     |  | Service contract dated September 16, 1998 between ADT Security Systems and Family Golf Centers, Inc.  |
| 25. | Kennedy, Colorado<br>Evergreen, Colorado<br>Overland, Colorado | Consulting Agreement, dated June 1, 1998, by and between Family Golf Centers, Inc. and Stacy Hart.  |
| 26. | College Park,<br>Maryland                                      | Consulting Services Agreement, dated as of December 24, 1996, by and between Golden Bear Golf Centers, Inc., predecessor in interest to GBGC Family Golf Centers, Inc., and Public Country Clubs, Inc., predecessor in interest to Mid-Atlantic Golf Properties, Inc. |

| 27. | Royal Oak, Michigan       | Consulting Services Agreement, dated as of December 31, 1996, by and between Golden Bear Golf Centers, Inc., predecessor in interest to IMG Properties, Inc., and Andrew A. Giovannetti.   |
|-----|---------------------------|--|
| 28. | Plymouth, Michigan        | Amended and Restated Dome<br>Consulting Services Agreement,<br>dated September 30, 1997, by and<br>between Golden Bear Golf Centers,<br>Inc., predecessor in interest to<br>GBGC Family Golf Centers, Inc.,<br>and Brian Ashley. |
| 29. | Green Valley,<br>Colorado | Development Agreement, dated April 29, 1998, by and between the City and County of Denver and Green Valley Ranch Golf Course, LLC.   |
| 30. | Flemington, New<br>Jersey | Equipment lease for Konica copier.   |
| 31. | Lake Park, Florida        | Equipment lease for copier (Lanier lease no. 28561-000).   |